

REQUEST FOR PROPOSALS

Notice is hereby given that sealed Request for Proposals will be received by the Township Committee of Lower Alloways Creek for a Land Lease, to be used by the lessee for the construction of a Monopole Tower, as well as the installation, maintenance, repair, replacement, and operation of federally licensed radio transmitting and receiving facility and for other associated equipment and improvements in connection with its wireless communications business in accordance with specifications, while providing space for the Township's emergency communications antennas, the general conditions and sample lease which may be obtained from the Township Purchasing Agent, at his office in the Municipal Building, 501 Locust Island Road, Hancock's Bridge, New Jersey 08038 during normal business hours or via the Township's Website at www.lowerallowayscreek-nj.gov under "News" or "Find it Fast" or Quick Links as Monopole RFP.

Note: If you download the Monopole RFP package via online source, please be sure to let us know you did so and email us your contact information, so we can be sure you get any addenda updates.

Each proposal shall be submitted in a sealed envelope with the name and address of the summiteer clearly identified on the outside of the envelope together with the notation, "PROPOSAL FOR LAND LEASE AND ERECTION OF A MONOPOLE TOWER". All proposals shall be submitted to the Township Purchasing Agent by 11:00 AM, Tuesday, February 7, 2023 at the Municipal Building located at 501 Locust Island Road, Hancock's Bridge, New Jersey at which time the proposals will be opened and read aloud.

Each proposal shall be evaluated and ranked according to the criteria that will meet the specific needs of the Township of Lower Alloways Creek.

The successful bidder shall enter into a written lease contract with the Township in accordance with the Request for Proposals, Specifications, General Conditions and the Award.

The Township reserves the right to reject any and all proposals and to waive any informality as the interest of the Township may require. The Township is not responsible for loss or destruction of any proposals mailed or delivered to the Township Purchasing Agent prior to the time set for proposal opening.

All bidders must meet equal employment opportunity requirements of P.L. 1975, C 127, as described in the specifications. All bidders must comply with the provisions of P.L. 1977, C 33. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, N.J.S.A. 35:5-1 et seq and N.J.S.A. 52:32-44.

By order of the Township Committee of Lower Alloways Creek Twp.

TOWNSHIP OF
LOWER ALLOWAYS CREEK
GENERAL INSTRUCTIONS AND CONDITIONS

1. PROPOSAL SUBMISSION

Proposals shall be returned on the form enclosed herein. They shall be returned in sealed envelopes addressed to:

PURCHASING AGENT
LOWER ALLOWAYS CREEK TWP.
P.O. BOX 157
HANCOCK'S BRIDGE, NJ 08038

General expectations of the Township of Lower Alloways Creek

The Township of Lower Alloways Creek is located in Salem County, which is in the South West most portion of New Jersey. Being a rural community, serviced by no Federal or State Highways, cell phone service is inconsistent and for the southernmost part of Lower Alloways Creek Township practically non-existent.

It is the Township Committee's hope that the Property described herein become a site for the construction of a Monopole Tower, as well as the installation, maintenance, repair, replacement, and operation of federally licensed radio transmitting and receiving facility and for other associated equipment and improvements in connection with its wireless communications business. General conditions and expectations are provided in this document and the proposed Lease. The provided Lease is negotiable, but its final form must be substantially consistent with the proposed Lease found attached.

The envelope shall be marked in the lower left quadrant: Proposal for LAND LEASE AND ERECTION OF A MONOPOLE TOWER

The Township accepts no liability for proposals opened in error due to absence of such notation. The Township is not responsible for loss or destruction of any bids mailed or delivered to the Township purchasing agent prior to the time set for the proposal's opening.

2. BID SECURITY (REQUIRED FOR THIS PROPOSAL: (☒YES ☐NO)

When required, a bid bond, cashier's check or certified check, payable to Lower Alloways Creek Township, for the amount of the price bid (not to exceed \$20,000) shall accompany each proposal. It shall be subject to forfeit and retention by the Township in lieu of other legal remedies, should a successful bidder fail to execute a contract and provide a performance bond (if required) within ten (10) days after the Township has tendered the contract.

3. PERFORMANCE BOND (REQUIRED FOR THIS PROPOSAL: (☒YES ☐NO)

When a performance bond is specified, bidders shall include with their bid a surety company's certificate that it will provide a surety company's certificate that it will provide such a bond if the specified bidder is awarded a contract.

A successful bidder shall when required, furnish such a performance bond in the amount of the contract. Said bond shall be that of an approved company, authorized to transact business in the state of New Jersey.

4. PUBLIC DISCLOSURE

No corporation or partnership may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its bid, or prior thereto, the name and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (NJSA 52:24-24.2, PL 1977, Chapter 33). Failure to supply this information shall be cause for disqualification of bidder.

5. AWARD OF CONTRACT

Contract will be awarded to the most responsible bidder based on the value of the proposed LAND LEASE found under #6 criteria scoring.

6. CRITERIA SCORING

Each proposal submitted under this request will be subjected to the following ranking with regards to the requirements deemed appropriate and necessary for the full and proper execution of same:

Years of experience:

Monopole Tower	-	1 pt for each year (max 20)
Land Lease proposal	-	5 pts for each year of initial lease (max 5 yr)
	-	2 pts for each year after initial lease period
	-	
Value of Land Lease proposal	-	2 pts per \$100.00 of Land Lease initial period
	-	1 pt per \$100.00 of Land Lease renewal period(s)

7. TIME FOR MAKING AWARDS

The Township shall make contract awards or reject all proposals within sixty (60) days after the proposal opening.

8. INDEMNIFICATION

Bidders shall agree, if awarded a contract, that they will indemnify and save harmless the Township of Lower Alloways Creek from all suits and actions of every nature and description brought against it, growing out of that contract, or contracts, written or verbal, entered into between the Township and the successful bidder, and further that upon the awarding of the contract in accordance with these specifications, this agreement of indemnifications shall automatically become effective.

9. PRICES

Carelessness in quoting prices, or in preparation of proposal otherwise will not relieve the bidder.

10. WITHDRAWAL OF PROPOSAL

A written request for withdrawal of a proposal will be granted if received by the purchasing agent before any bid has been opened.

11. TAXES

The Township is exempt from all Federal and state taxes.

12. AFFIRMATIVE ACTION

Bidders are required to comply with the requirements of P.L. 1975, C127 (NJAC 17:27).

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to subchapter 10 of the administrative code (NJAC 17:27).

13. QUESTIONS

Questions concerning this request may be directed to the purchasing agent at (856)935-2556, ext 621, during normal business hours (M-F, 8:30am 4:30pm).

14. ITEMS BID

No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types/products that will meet specifications. Bidders must determine for themselves which type/product to offer. If said bidder should submit more than one price on any one item, all prices for that item shall be rejected.

15. RETURN OF BID SECURITY

Said bond or check will be returned to the three lowest bidders upon receipt of approved performance bond, if required, and upon execution of a formal contract with the successful bidder.

16. ASSIGNMENT

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of Lower Alloways Creek. The successful bidder will be allowed to co-locate other personal communications providers on their tower provided that the Township receive no less than 15% of the rent amount received by the Lessee for the co-location.

17. RETURN OF CONTRACT

Non-performance by the successful bidder, or his failure to execute the contract or meet the performance bond requirements within ninety (90) days after the award, may result, at the option of the Township, in his bid security being forfeited to the Township as liquidated damages and not as a penalty.

18. DIFFERENCES

Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the purchasing agent or his designated representatives decision is to be final and conclusive.

19. ADDITIONAL CLAIMS

The successful bidder agrees that he will make no claim for payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or failure to fully acquaint himself with any conditions relating to the contract.

20. ORAL INSTRUCTIONS

Neither the Township nor its authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

21. NEW JERSEY LAWS

These specifications, instructions to bidders and all accompanying documents, the proposal and contract awarded to the successful bidder shall be construed in accordance with the laws of the State of New Jersey.

22. CONTRACT

The successful bidder will be required to sign and execute with the Township a standard contract lease referencing the RFP specifications and any other items agreed upon by both parties.

23. FAX PROPOSALS

Please, be advised that fax transmissions of any of the required proposal documents will not be acceptable. YOUR PROPOSAL WILL BE DECLARED NON-RESPONSIVE.

24. PAYMENT

Payment (rent) for the Land Lease will commence when the monopole tower is erected, to be known as the Commencement Date.

25. CONTACT INFORMATION

Each bidder will submit with their proposal, current contacts (name, address, and phone number) for:

- a) person(s) who can be contacted for questions in regards to the Land Lease.
- b) person(s) who will be responsible for improvements or construction on the Leased Land
- c) person(s) who will be project manager if applicable

REQUIREMENTS FOR RFPs FOR LAND LEASE AND ERECTION OF A MONOPOLE TOWER IN HANCOCKS BRIDGE, ON LAND OF THE LOWER ALLOWAYS CREEK TOWNSHIP

1. A list of institutions and names and telephone numbers of contact persons presently under contract for this type of service (references) shall be submitted with the bid where indicated on the Contractor Data Sheets. Failure to submit these references will cause your proposal to be declared non-responsive.

2. The Lessee, upon execution of this Contract shall have in place and effect the following insurance coverage:

A) Worker's Compensation coverage, indicating "statutory" limits in compliance with the Workers' Compensation Law of the State of New Jersey.

B) \$3,000,000.00 General Liability with \$4,000,000.00 aggregate, including Contractual Liability/Completed Operations.

3. The Lessee shall immediately upon execution of this Contract file a certificate of insurance with the Township Clerk reflecting that it has the above coverage in force and effect on the date of execution of this Contract. Contractor will submit renewals as necessary for the duration of this contract.

4. The Lessee understands and agrees that in performance of this Contract that it will be required to comply with all Federal, State and local laws, rules and regulations now in effect or hereafter promulgated, and effective during the term of this Contract. Specifically, but without limitation of the foregoing, Operator understands and agrees that it is required to comply with all said laws, rules, regulations, permit requirements and orders imposed by the FCC and any other governmental agency or official which are within reasonable control of the Lessee.

5. The Lessee agrees that it will indemnify and save harmless the Township from any and all claims, causes of actions, judgments, liens, fines and penalties, including attorney fees and costs of suit arising out of negligence on the part of the Lessee. Specifically included, but not limited to the full prompt payment of any and all fines imposed by any governmental agency for acts or omissions occurring during the term of this Contract.

6. The Lessee shall have a planned program of inspection, preventive maintenance and service as needed to ensure proper functioning of any structures or equipment placed within the Land Lease area.

7. The Lessee shall take reasonable precautions to protect all adjacent surfaces and repair any damage caused as a result of inspection or servicing of equipment, pursuant to this Contract.

8. The Lessee shall comply with all affirmative action requirements and comply with P.L. 1975, C 127 (N.J.A.C. 17:27) in all respects and shall furnish such reports and other documents as required in compliance with applicable law.

9. The Land Lease and erection of a monopole tower, in all respects, including, but not limited to its construction, enforcement and remedies shall be governed by the laws of the State of New Jersey and the ordinances of the Township of Lower Alloways Creek.

10. Prospective users are advised to contact the Township Clerk (856) 935-1549 ext. 6230, to schedule a visit to the facility covered under this contract in order to fully familiarize themselves with same.

11. The term of this contract shall be suggested by the prospective Lessee but shall not be less than five years, with renewal options.

12. The Lessee shall have full access to the land leased at all times for the maintenance or inspection of its equipment as required. The Township will provide for utilities to be accessible and available to the Leased Land as required by the Lessee. Such utilities shall be provided by a route determined and approved by the Township, if such service is to be provided via Township properties. The Township shall recommend the approval by the Planning/Zoning Board any reasonable variance, which is necessary for the construction of a monopole tower

13. When performance by the Lessee has been terminated under this Contract due to expiration of its term and no new contract exists or has been entered into by the Township as set forth in any agreement. The Lessee agrees to offer the monopole to the Township for lease or purchase. If no agreement is made the lessee will remove all structures and equipment and return the leased land back to its former state, to which it was before the lease was entered into. Any foundation base or structure (concrete, metal or any other material) will be removed to a depth of at least four (4) feet below ground level.

14. A sample Lease is being provided as an example, the full terms and conditions are subject to negotiation, if they are found to be in the best interests of the Township of Lower Alloways Creek.

15. All required State of New Jersey bid documents shall be returned with any submitted proposals.

- **BID PROPOSAL FORM**
- **CONSENT OF SURETY**
- **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**
(if applicable)
- **AFFIRMATIVE ACTION COMPLIANCE NOTICE**
- **AMERICANS WITH DISABILITIES ACT OF 1990**
- **STOCKHOLDER DISCLOSURE CERTIFICATION**
- **PREVAILING WAGE**
- **NON-COLLUSION AFFIDAVIT**
- **BID DOCUMENT CHECKLIST**
- **EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

Any questions are to be directed to the Purchasing Agent, Kevin S Clour at 856-935-1549 ext: 6210 or cfo@lowerallowayscreek-nj.gov

Each proposal shall be submitted in a sealed envelope with the name and address of the summitter clearly identified on the outside of the envelope together with the notation, “PROPOSAL FOR LAND LEASE AND ERECTION OF A MONOPOLE TOWER”. All proposals shall be submitted to the Township Purchasing Agent by 11:00 AM, Tuesday, February 7, 2023 at the Municipal Building located at 501 Locust Island Road, Hancock’s Bridge, New Jersey at which time the proposals will be opened and read aloud.

BID PROPOSAL FORM

REQUEST FOR PROPOSALS FOR A LAND LEASE AND ERECTION OF A MONOPOLE TOWER
(Contract Title and Bid Number, if applicable)

LAND LEASE AND ERECTION OF A MONOPOLE TOWER IN HANCOCKS BRIDGE, NJ
(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Initial Lease Period: _____
Years in words

Amount of initial lease in words

Renewal Lease Periods: _____
number of renewals in words

\$ _____
Amount or pct increase of each renewal in words

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

**LOWER ALLOWAYS CREEK TOWNSHIP
RFP MONOPOLE TOWER JANUARY 2023
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

This form provides the bidder guidance on the requirements. It is advisory in nature only and is a non-mandatory, waiveable form.

For information on the requirements of the Affirmative Action Law, contact:

Division of Contract Compliance & Equal Employment Opportunity in Public Contracting
Department of the Treasury
State of New Jersey
P.O. Box 209
Trenton, NJ 08625-0209
609-292-5473
E-mail: www.state.nj.us/treasury/contract_compliance/ccmail.html

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *§12101* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership
Partnership

☐ Limited Liability Corporation

☐ Limited Liability

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of
_____, 2 ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

PREVAILING WAGE

If the contract is one for public work pursuant to N.J.S.A. 34:11-56. 25 et seq., be sure the current prevailing wage threshold for municipal and non-municipal entities is checked.

The term “public work” means construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under a contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. This also includes off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project. [N.J.S.A. 34:11-56.26(5)]

"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on **any** property or premises, whether or not the work is paid for from public funds, if, at the time of the entering of the contract:

- Not less than 55% of the property or premises is leased by a public body or is subject to an agreement to be subsequently leased by the public body; and
- The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet. [N.J.S.A. - 34:11-56.26(5)(a)(b)]

Public Law 2004, Chapter 101 took affect on July 14, 2004. This law, N.J.S.A. 34:11-56.26(5), adds to existing prevailing wage requirements off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project.

The New Jersey Department of Labor's Division of Wage and Hour Compliance's electronic application for official Prevailing Wage Rate Determinations can be obtained at:
<https://wnjpin.state.nj.us/pw/prevwage.html>.

This page provides public body officials or their representatives an opportunity to apply for and download an official New Jersey Prevailing Wage Rate Determination. Official Prevailing Wage Rate Determinations are required for public work contracts and certain Economic Development Authority assisted projects.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

Lower Alloways Creek Township

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Bid Proposal Form	
<input checked="" type="checkbox"/>	References	
<input type="checkbox"/>	Status of Present Contracts	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid Bond</i>)	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input checked="" type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Prevailing Wage	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input checked="" type="checkbox"/>	Proof of Business Registration	

***This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.**

(REVISED 9/07)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the

Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that

sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective

bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C 17:27)**.

Signature

Witness